

## EXHIBIT D

**LECOM HEALTH**  
MILLCREEK COMMUNITY HOSPITAL  
*Erie, Pennsylvania*

**PGY 1-Internal Medicine**

To be accepted as a Trainee (PGY 1 – Internal Medicine) at LECOM Health/Millcreek Community Hospital is a privilege that is extended only to professionally competent physicians who continuously meet the qualifications, standards and requirements set forth in the institutional policies governing the Graduate Medical Education Programs at the Hospital.

**I. APPOINTMENT**

This agreement is entered into by and between Daniel Alvarez Salvatierra, D.O. (hereinafter referred to as Trainee) and *LECOM Health/Millcreek Community Hospital* (hereinafter referred to as the Hospital), for Residency Training in Internal Medicine in the Osteopathic Residency Year 2017-18.

It is understood that the Hospital is offering an education program designed to satisfy educational requirements for certification in a medical specialty, and that the trainee desires to participate in that program subject to the terms and conditions set forth below. As such, and intending to be legally bound hereby, the parties agree as follows:

**II. TERM**

This agreement shall be in effect for a period not to exceed one (1) year from January 9, 2018 through January 8, 2019 subject to the trainee's satisfactory completion of the current academic year, as determined by the Residency Program Director and the Graduate Medical Education Committee.

**III. COMPENSATION**

The total salary of the trainee for the duration of this agreement shall be \$50,500.00 annually, pro-rated. Payment of salary will be made in accordance with the customary payroll practices of the Hospital. No trainee will be placed on the payroll until he or she has completed all requirements for health clearance, licensing and orientation.

#### IV. MEDICAL MALPRACTICE

Professional liability insurance (or an equivalent approved self-insured trust) at the level required by Pennsylvania Law (including Medical Care Availability and Reduction of Error (Mcare) surcharge, if applicable) is provided by the Hospital on an occurrence basis or its equivalent (claims made including any required tail); this coverage is limited to those services performed by the trainee as a participant in the teaching program at this Hospital or at other institutions to which the trainee is assigned by the Program Director. The trainee agrees to cooperate fully with the Hospital's Risk Management Program and the defense of any liability claims asserted against the Hospital, the trainee, the teaching staff or any member of the attending staff.

#### V. BENEFITS

**A. Educational Seminars and Scholarly Materials:** Medical Education Department/Hospital Policies will determine whether the trainee is eligible for reimbursement of qualified expenses accrued as the result of participation in extramural educational seminars or symposia, or purchase of books, subscriptions or other scholarly materials. This agreement does not guarantee that the trainee will have the opportunity to attend external educational meetings or to be reimbursed for external educational meetings or scholarly materials. When applicable, receipts for qualified expenses must be provided in accordance with the Medical Education Department/Hospital Policy. Training/Academic Year 2017-18 annual educational allowance maximum is \$1,800 which cannot be accumulated from year-to-year. All trainees receive five (5) days of Educational Leave each training year.

Trainees will take the ACLS Certification course at LECOM Health/Millcreek Community Hospital, at no cost.

If trainee does not attend the ACLS course offered through MCH, the trainee will be responsible for any associated costs.

**B. Parking Services:** Parking will be provided at no charge for one (1) automobile.

**C. On-Call Meals:** The trainee receives all meals while on duty at and while on-call at LECOM Health/Millcreek Community Hospital, at no cost. Their family may join them while on-call at LECOM Health/Millcreek Community Hospital and receive the employee discount on all meals.

**D. On-Call Quarters:** When the trainee is required to be physically present overnight, on-call quarters will be provided within the Hospital. Such on-call quarters are to be occupied only at those times that the trainee is scheduled for on-call duty at LECOM Health/Millcreek Community Hospital and are not to be used as a residence facility.

**E. Benefits:** Trainees are eligible for certain Health, Dental and Life Insurance Benefits which are further defined in the LECOM Health/Millcreek Community Hospital House Staff Manual.

**F. Employee Assistance Program:** The Hospital provides the trainee access to participation in Hospital sponsored counseling, medical, psychological and other support services on a confidential basis, including matters relative to Physician Impairment. These services are described in the Hospital's policy, which sets forth the various forms of employee assistance provided by the Hospital to the trainee. Such policy may be changed by the Hospital from time-to-time, as appropriate.

**G. Holidays:** Trainees are scheduled for holidays as determined by their Program Director. Trainees do not receive holiday pay nor do they accrue holiday hours.

**H. Sick Time:** Trainee will be provided up to three (3) paid days per training year for illness. Sick time is not cumulative from year- to- year and may not be used in lieu of or as a supplement to vacation. Use of paid and unpaid sick time may reduce the trainee's ability to use the full annual allotment of vacation days since all absences must be totaled to meet minimum requirements for clinical training as specified by the various specialty boards.

**I. Vacation Time:** An annual paid vacation of three (3) weeks (15 work days) is provided. All vacation must be scheduled in accordance with the Department of Medical Education/ Hospital Policies. Vacations must be approved by the Program Director. Vacation days must be used within the academic year. The trainee will not be reimbursed for unused vacation days for any reason.

Paid Leave for the trainee consists of Vacation Time as described in the preceding paragraph, CME Time and 3 Sick Days per training year.

**J. Leaves of Absence:** A leave of absence may be granted to the trainee for medical, family, professional, military service and personal reasons in according with the Hospital policies.

The trainee is entitled to benefits under the Hospital's Family and Medical Leave of Absence Policy (FMLA), as may be amended from time-to-time.

**K. Lab Coats:** Two lab coats will be issued to trainee at no cost prior to the start of each contract year. Laundry services will not be provided to the trainee.

**L. Impairment and Substance Abuse Education:** The Hospital shall inform the trainee of, and make available, the Hospital's written policies for handling physician impairment, including impairment related to substance abuse.

*Certain benefits listed above are unique to trainees and are addressed in your Residency Manual. Other employee benefits/policies as listed above are addressed in your Human Resources Employee Manual. Therefore, it is important that you are familiar with both Manuals.*

## VI. OBLIGATIONS OF TRAINEE

A. To meet the eligibility criteria of the American Osteopathic Association (AOA) and the Hospital, as further defined in Medical Education Department/ Hospital Policy.

B. To complete and submit the formal application for the Graduate Medical Education Program of LECOM Health/Millcreek Community Hospital to which he/she is applying.

C. To meet or exceed all minimum requirements and educational performance standards associated with the training program, as determined and communicated to the trainee by the specific Program Director and/or the Program Director's designee, and to abide by the principles and ethics of the American Osteopathic Association.

D. To comply with all Hospital, Departmental, and Graduate Medical Education policies, including but not limited to those regarding rules of conduct, fitness for duty and mandatory education.

E. To satisfy completely and in a timely manner all legal requirements that are established and promulgated by the Commonwealth of Pennsylvania relative to participation in the Graduate Medical Education Programs at the Hospital. The trainee must obtain and retain a Training License from the Pennsylvania State Board of Osteopathic Medicine.

1. If the trainee fails to meet any of these requirements, if a license or permission to train is withdrawn, or if the trainee is prohibited from advancing to the next higher level of training in due course, this agreement shall immediately and automatically be terminated.

2. Refer to the Program Training Manual - Policy and Procedural Manual for Trainee Physician Evaluation, Feedback, Promotion, Remediation, Academic Probation, Administrative Suspension and Termination Process.

3. Prior to the effective date of this contract, the trainee must supply either proof of citizenship or the appropriate visa; otherwise, if the trainee is unable to provide appropriate documentation, the Program Director may inform the trainee that this contract is null and void.

F. Trainees not completing a prior training year at LECOM Health/Millcreek Community Hospital are to obtain a pre-employment physical examination through LECOM Health/Millcreek Community Hospital, and are to be cleared for duty by the Department of Medical Education before the effective date of the contract. Clearance for duty includes proof of immunity for communicable diseases or proof of immunization, as required from time-to-time by the Hospital or by affiliated institutions. Failure to be cleared for duty will result in disqualification from the Training Program. Trainees may be required to submit preliminary laboratory results for pre-clearance in addition to undergoing additional testing and/or evaluation (including drug and Psychological) at the sole discretion of the Hospital.

G. To use his/her best efforts, judgment, and diligence in a professional manner in performing all duties, tasks and responsibilities of whatever nature assigned to the trainee for the duration of the program.

H. To accept the general responsibilities of trainees as set forth below.

1. To develop a personal program of self-study and professional growth with guidance from teaching staff.
2. To participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
3. To participate fully in the educational activities of his/her program and, as required, assume responsibility for teaching and supervising medical students.
4. To participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of the institution.
5. To participate in institutional committees and councils, especially those that relate to patient care review activities.
6. To apply cost containment measures in the provisions of patient care.

I. To complete all medical records in a timely manner in accordance with Medical Staff rules and regulations.

J. To cooperate fully in departmental Quality Assurance/Performance Improvement activities at the direction of the department's Quality Assurance Officer.

K. Policies governing trainee conduct, behavior and performance are published and updated from time-to-time in the Program Training Manual and House Staff Manual. These manuals will be distributed to the trainee during the trainee orientation program. The manuals will include policies regarding sexual and other forms of harassment and substance abuse.

L. If not previously done, to apply for and successfully enter the Masters of Science in Medical Education Program. The trainee will continue to progress towards successfully attaining the MS (Medical Education) Degree from the Lake Erie College of Osteopathic Medicine. Final training program graduation is contingent upon attaining this Degree.

M. To complete a research project, suitable for publication, each year of program training. Acceptable projects will be approved by the Program Director and the MCH research sub committee and will be reviewed periodically to assure completion each year. Advancement to any subsequent training year will not occur without completion of publishable research, and program training graduation will not occur until all research projects are completed and submitted for publication.

N. The trainee agrees to teach and to participate in educational and training activities for medical students, 1<sup>st</sup> year residents, and residents at LECOM and LECOM Health/Millcreek Community Hospital. The trainee shall also perform such additional duties as may be required by LECOM and LECOM Health/Millcreek Community Hospital from time-to-time without having any effect upon other terms of this agreement.

O. The training program at LECOM Health/Millcreek Community Hospital is an AOA Accredited program. The trainee understands that completion of this training program may not guarantee eligibility for entry into the Accreditation Council for Graduate Medical Education - (ACGME) accredited advanced standing residencies and fellowships. A graduating trainee may be considered for ACGME advanced fellowships by applying for a fellow eligibility exception through the process outlined in section III.A.2.b at the ACGME Common Program Requirements.

## **VII. MOONLIGHTING POLICY**

Any professional clinical activity (Moonlighting) performed outside of an official training program may only be conducted with the permission of the Program Director and Director of Medical Education. A written request by the trainee must be approved or disapproved by the Program Director and Director of Medical Education and be filed in the institution's trainee file. If "Moonlighting" is permitted all approved hours are included in the total allowed work hours following AOA policy and must be reported to the Training Program Director. Total work hours will be monitored by the Training Program Director. Failure to report and receive approval by the Program Director may result in termination of the trainee's contract.

"Moonlighting" is not part of your training program and as such is not covered by the trainee's Training License nor is it covered under the LECOM Health/Millcreek Community Hospital malpractice coverage policy.

*Please refer to the Residency Manual for details*

## **VIII. DUTY HOURS**

Trainee duty hours and on-call schedules shall conform to the American Osteopathic Association's (AOA) requirements. All trainees are expected to be rested and alert during duty hours.

## **IX. TERMINATION**

A. The Hospital shall have the right to terminate this agreement without notice in the following circumstances:

1. The trainee's Training license to practice Osteopathic Medicine in the Commonwealth of Pennsylvania is suspended, denied or revoked.

2. The Program Director determines that the trainee's performance falls below the minimum standards for patient care and, as such, endanger patient care.
  3. The trainee acts in a manner violating the Code of Ethics or the rules of conduct specified in the Department of Medical Education/ Hospital Policies.
  4. The trainee fails to accept duties or responsibilities as assigned by the Program Director or Director of Medical Education.
  5. The trainee violates the rules and regulations of the department, or the rules stipulated in the Training Program Manual and House Staff Manual/Human Resources Employee Manual of LECOM Health/Millcreek Community Hospital.
  6. The Hospital loses its license to operate as a Hospital by any action of the Commonwealth of Pennsylvania Department of Health.
  7. The specific training program has its accreditation withdrawn or terminated by the AOA.
  8. The trainee fails to meet initial conditions for employment, breaches any term of this Agreement or violates a policy of the Hospital that has the penalty of discharge, including but not limited to policies related to substance abuse or impairment in the workplace.
  9. The Hospital discovers that the trainee has falsified his/her residency application or any materials/information supporting the application.
- B. Upon expiration or termination of this Agreement, the trainee agrees to complete all outstanding medical records; to return all Hospital property, supplies and equipment; and to settle all outstanding financial obligations.
- C. This Agreement may be terminated at any time during the year by mutual agreement of the Parties. Such agreement to terminate shall be written and shall be signed by both parties.

<b>X. DISCIPLINARY GRIEVANCE PROCEEDINGS &amp; GRIEVANCES UNRELATED TO DISCIPLINARY PROCEEDINGS</b>
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Please refer to the Training Program Manual/House Staff Manual, Medical Education Policy and Procedure - Resident Physician Evaluation, Feedback, Promotion, Remediation, Academic Probation, Administrative Suspension, and Termination Process.



#### **XI. CONDITIONS OF REAPPOINTMENT**

All appointments (agreements) are for a period of one (1) year. The trainee may be reappointed for each subsequent year of training contingent upon the trainee's satisfactory completion of the previous post-graduate year. Appointment or reappointment does not constitute an assurance of successful completion of the training program or post-graduate year. Satisfactory completion is based on satisfactory performance by the trainee as measured by individual program standards.

#### **XII. NON-RENEWAL OF AGREEMENT**

The trainee understands and acknowledges that this agreement expires no later than one (1) year after its commencement date and that the Hospital does not commit itself to renewal of this agreement.

In the event that the trainee does not have a renewal of contract, the trainee will be notified of such sixty (60) days prior to the contract termination date.

#### **XIV. ACCEPTANCE**

This agreement shall not be effective and shall not bind either party unless it is submitted to the Hospital on or before the tenth (10<sup>th</sup>) day after receipt of the agreement by the Trainee, and accepted by the Hospital by appropriate execution below.

**BY Trainee:**

*Daniel A. Salvatierra*      **DATE:** January 8, 2018  
Daniel Alvarez Salvatierra, D.O.

**BY HOSPITAL:**

*Deborah Lee-Sanko*      **DATE:** 1-8-2018  
Deborah Lee-Sanko  
Designated Institutional Official

*Mary L. Eckert*      **DATE:** 1/10/18  
Mary L. Eckert  
President/Chief Executive Officer

**LECOM HEALTH**  
MILLCREEK COMMUNITY HOSPITAL

**Addendum to Residency Contract**

Internal Medicine Residency Program, LECOM Health/Millcreek Community Hospital

Daniel Salvatierra, D.O., PGY 1 Internal Medicine Residency Contract has been amended to read:

January 9, 2018 through March 31, 2019.

PGY 1 year of residency is being extended 3 months due to performance/ readiness issues.

Daniel A. Salvatierra, D.O. 1/8/19  
Daniel Salvatierra, D.O. Date

Deborah Lee-Sanko, D.O. 1/8/2019  
Deborah Lee-Sanko, D.O. Date

H/R Manager 1-8-19  
H/R Manager Date

**Addendum to Residency Contract**

Internal Medicine Residency Program, LECOM Health/Millicreek Community Hospital

Daniel Salvatierra, D.O., PGY 1 Internal Medicine Residency Contract has been amended to read:

January 9, 2018 through June 30, 2019.

PGY 1 year of residency is being extended an additional 3 months for a total of 6 months due to performance/ readiness issues.

Daniel A. Salvatierra, D.O.  
Daniel Salvatierra, D.O.

April 1, 2019  
Date

Deborah Lee-Sanko, MBA, DIO  
Deborah Lee-Sanko, D.I.O.

4/1/2019  
Date

H/R Manager

                      
Date